

# Heritage Village Homeowners Association 2026

## Rules and Regulations

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The Heritage Village CC&Rs, R&Rs and Procedures can be found on [srr.com/association/heritage-village](http://srr.com/association/heritage-village) or in a binder located in the clubhouse library with a spine labeled: "HV Documents"

## **PREFACE**

This Information Handbook has been compiled by your Association to outline the rules and regulations and the operating procedures of the Homeowners Association and to provide other important information about your Association common areas. The purpose of your Association is to protect, enhance and maintain Heritage Village property while making Association living a pleasant experience for everyone.

The Association concept is an ingenious device for engaging able people to manage the community assets. The advantage of a planned development is that the authority, as well as the responsibility for maintaining the property, is retained by those with a vested interest in the community's welfare—the property owners. All owners are encouraged to participate in directing the affairs of their Association.

Living in a planned development can be a happy and rewarding experience, especially at the beautiful, prestigious Heritage Village. A planned development helps ensure that the original planning concepts and design that went into creating the community are preserved, protected and enhanced. Everyone benefits from an effective association.

All owners should have received copies of the Declaration of Covenants, Conditions and Restrictions (CC&Rs) and the By-Laws for Heritage Village. We urge you to read these documents since they set forth, in complete detail, the rights, duties and obligations of each homeowner; and they, not this Handbook, are the official documents which cover these rights.

The Rules and Regulations in this handbook supplement the CC&Rs. Please read this information carefully and be sure your family, guests and tenants understand the rules fully.

Should you have any questions or you do not have copies of the Association documents, go to [srr-pm.com/heritage-village/](http://srr-pm.com/heritage-village/) and scroll down to Rules and Procedures in the blue box. We trust that your knowledge of this information will enhance your daily enjoyment of your residency at Heritage Village.

## **GENERAL INFORMATION**

The purpose of our Association is to operate and maintain the property and assets of Heritage Village for the mutual benefit of the owners. Your cooperation is essential in order to accomplish these purposes; common sense and consideration for your neighbors are the keys to its success. Each homeowner is a member of the Heritage Village Homeowners Association and owner participation is both necessary and encouraged. Residential responsibility, cooperation and action have many rewards. One reward is that Heritage Village continues to be a showcase because the quality of the community is maintained and enhanced.

## **GENERAL RULES AND REGULATIONS**

The rules and regulations are intended to protect property values as well as to promote the privacy and enjoyment of all residents. Owners are responsible for the actions of their guests and service providers. They should be told about our rules and regulations and that they are subject to them. It is the owner's responsibility to see that guests and service providers comply with these rules.

The Rules and Regulations, as contained herein, are issued by the Board of Directors as authorized by the governing documents of the Association. This is a supplement to the Homeowners Association CC&Rs and Bylaws. In the event of any conflict between these Rules and Regulations and the aforementioned documents, the provisions of the CC&Rs shall prevail. The homeowner ultimately is responsible for following these rules and regulations and is liable for any fine or penalty that may be imposed as a result of any violation.

The Rules and Regulations are intended as a guide to the conduct and activities of all members, tenants, residents and their guests. Each owner or resident living within the complex and using the facilities is entitled to maximum pleasure without annoyance or interference from others.

The Association falls under the jurisdiction of the City of Payson and all ordinances and codes apply. Each home shall be used for single family, residential purposes only. Conducting a business of any kind on the premises is forbidden unless such business fulfills the requirements contained in the CC&Rs and is approved by the Board.

One of the primary purposes of a homeowners association is to protect both the quality of the living environment and the value of homes in the Association by maintaining architectural standards and setting rules of conduct. General standards specified in the CC&Rs can be changed with a majority vote of a quorum which consists of 67 percent of the homeowners. The rules and regulations and procedures can be modified with a majority vote of the homeowners in attendance, or by changes in city, state, or federal law;

## **KEY FOB FOR CLUBHOUSE ACCESS**

One key fob to the clubhouse, which allows entrance into the clubhouse and into the pool and spa area, is issued to each homeowner at Heritage Village. This key fob is very valuable and should never be loaned to anyone, whether it be another homeowner or a guest. The homeowner to whom a key fob is issued will be held responsible for any fines, violations or damages incurred by anyone using the homeowner's key fob. One additional key fob can be obtained by a homeowner for \$25.00.

Lost key fobs will be replaced at a cost of \$25.00. Application for such replacement may be made to the HOA Board and replacement keys will be issued to the homeowner only. If a

key fob is lost, contact a member of the Board immediately so your key fob can be deactivated to minimize your liability for damages or fines resulting from someone else using your key fob.

**The HOA Board has the authority to deactivate key fobs if a homeowner or homeowner's guests do not obey the HOA rules and regulations.** Likewise, key fobs can be deactivated by the HOA Board if HOA obligations are 60 days delinquent.

## **VIOLATION of CC&Rs, BY-LAWS or RULES AND REGULATIONS**

In order to enforce the CC&Rs, By-Laws and Rules and Regulations, the Board of Directors may levy, assess and collect reasonable fines, as established by the Board of Directors to cover such costs as time or labor, legal expense, postage, etc. for violation of published rules and regulations. The fines shall be assessed against the homeowner and failure to pay such fines in a timely manner may result in filing of a lien against the homeowner's property to ensure payment.

The fine schedule shall be as follows:

1. First violation: written warning to violator
2. Second violation: \$25.00
3. Third violation and subsequent violations: \$50.00

In the case of violations of the Rules and Regulations, CC&Rs or By-laws, a formal letter from the Board of Directors will be written to the homeowner violator stating the violation and the fine being levied.

If the violation is corrected within a thirty (30) day period, the fine will not be levied. Time will be set aside at the Board meeting as a formal hearing for homeowners appealing the fines.

In the event a fine is not paid within thirty (30) days from the date of levy, or in the event that the homeowner continues violations, and after reasonable time for an appeal and hearing before the Board of Directors, legal action may ensue. In the event said homeowner fails to pay fine, the Association will institute legal action for its collection as well as legal fees and court costs.

## **CLUBHOUSE & MISCELLANEOUS**

When you reserve the clubhouse for an event, you will be sent a copy of the Heritage Village checklist and the Clubhouse rental agreement. The Clubhouse Rental Use Agreement can be found on page 28. This Agreement will need to be returned to South Rim before a reservation will be confirmed.

Use of the clubhouse does not include exclusive use of the pool or spa during your event.

The clubhouse and common area are for use by homeowners, their families, and invited guests.

For impromptu use of the clubhouse of no more than fifteen (15) individuals, contact a member of the Board and follow the check-in/check-out policy. If your group numbers more than fifteen (15), a reservation is required to use the facility.

The following guidelines must be followed:

1. Only a member of the Heritage Village Homeowners Association may reserve the clubhouse. Tenants must have the homeowner of their unit make the reservations and the homeowner will be held responsible.

\*Reservations [and general use of the clubhouse] by homeowners are for their family gatherings and activities, or only for (adult) organizations or groups of which the home owner is a member.. Political or commercial events are not allowed.

2. **The homeowner reserving the clubhouse must be present at all times during the event.**
3. No reservation will be accepted more than 90 days in advance and no more than 2 days in a row unless approved by the board.  
A homeowner who cancels a reservation less than two weeks from the date of the event will forfeit their reservation fee. Note: The 90 day advance reservation limit and fees do not apply to the Heritage Village HOA Board, which may make reservations in advance for board meetings, holiday events, etc. that involve only the homeowners.
4. A reservation fee (non-refundable) must be made to South Rim Management Co. within 10 days of making the reservation. **If the clubhouse is not left clean after the event, or is damaged in any way, or items are missing, your HOA account will be charged a minimum of \$50.00.**
5. **The clubhouse must be vacated by 11:00 p.m. All set-up and cleaning must be done the day of the rental. You may not enter the clubhouse a day early to decorate. Clean-up must be done the day of the event and not the next day.**

6. Any events held in the clubhouse which result in boisterous and/or unruly conduct as determined by the Board of Directors, may result in monetary penalties and/or suspension of the clubhouse privileges.
7. The clubhouse may not be used for illegal, commercial, or political purposes. There are to be no signs or posters or passing of literature in, about, or facing the common area.
8. The Heritage Village Homeowners Association is not liable for any misuse of the facility. The homeowner reserving the facility is responsible.
9. No pets are allowed in the clubhouse or pool area.
10. No outdoor amplified music and no live bands are allowed unless approved by the Board. Music may be played indoors but the volume must be kept low enough so as not to impact the neighbors.
11. Tobacco, alcoholic beverages, and illegal drugs are not allowed in the clubhouse or common areas. **Red-colored beverages are not allowed since staining of the carpet is a major problem with such beverages.**
12. **Decorations may be put up with masking tape or painters tape only.** No staples, thumb tacks, nails or other tape are allowed. Glitter in any form is not allowed in the clubhouse. **Tables, chairs and other furniture are not to leave the premises.**
13. **The clubhouse library** consisting of books, puzzles and DVD's are for the use of all residents of Heritage Village. Please return the items you have borrowed from the library in a reasonable time so that others may have the opportunity to utilize these items.
14. **The Yamaha digital piano** is available for use by residents for family reunions, birthday parties, etc. Contact a member of the Board for obtaining the power cord. After the event, the power cord should be removed from the piano immediately and returned to the designated storage area. **Children are not allowed to play with the piano.**
15. **The clubhouse pool table** and accompanying equipment including the pool cues, the pool balls, and the racking triangle are to be used by those of sufficient age so as to minimize the possibility of damage to the felt and the pool equipment. Young children are not allowed to use the pool table with the accompanying equipment.
16. Individual owners may not hold yard, garage, moving, boutique, or other commercial sales that would bring excessive traffic into our community. An annual yard sale may be held at the clubhouse with prior approval of the Board of Directors.

17. Only one real estate sign is allowed for each home that is for sale in Heritage Village. All real estate signs must be constructed and installed with an attractive, harmonious and finished appearance. Sloppy hand lettering, irregularly shaped signs or poor quality posts are not allowed. The size of the one real estate sign allowed for each residence shall not exceed an area of six square feet.
18. Attachments such as flags, banners, balloons, or promotional paraphernalia are not permitted on real estate signs. One professionally and neatly maintained brochure or information box may be attached to the real estate sign.

## **RULES & REGULATIONS... SWIMMING POOL & SPA**

The Heritage Village Homeowners Association swimming pool and spa is a privately owned recreation entity, entirely funded by monthly assessments paid by members. Membership and use of the pool is a privilege extended to Heritage Village Homeowners whose monthly dues are current and paid in full.

The Board of Directors administers the Pool Rules and Regulations. Rules may be changed, with the approval of the Board, when deemed necessary for safety or with a majority vote of a quorum of the homeowners for safety or other pertinent purposes.

1. All persons using the pool or spa must abide by the published rules. Failure to comply with any of these rules may result in fines or suspension of pool privileges.
2. The hours for use of the pool and spa are 5:00 a.m. through 11:00 p.m. However, homeowners/residents have **exclusive use** of the pool and spa daily from 5:00 am until 10:00am. Homeowners/residents may also use the lap lane and spa any time during the day.
3. The pool is not furnished with a lifeguard, so it is the responsibility of the homeowner to supervise their family members and guests at all times. The homeowner or the responsible adult(s) 21 years of age or older, must be in the pool/spa area at all times when occupied by family or guests.
4. All rafts and other large floating devices, with the exception of life preservers, are not allowed in the swimming pool or spa. Likewise, water guns are not allowed. Floating devices for exercising are allowed.
5. No one group will be allowed to monopolize the pool or spa in any manner that does not respect the rights of others. If the clubhouse is reserved for an event, the swimming pool and spa are still available for use by the homeowners/residents.

6. Tobacco, alcoholic beverages, and illegal drugs are not allowed in the enclosed pool area, the clubhouse or common areas.
7. No food or snacks (except those medically necessary) are allowed in the enclosed pool area. Water and non-alcoholic drinks are allowed.
8. No glass containers of any kind are allowed in the enclosed pool area.
9. All trash must be deposited in the proper receptacles.
10. No confetti or balloons are allowed in the enclosed pool area because they clog the pool filters and may ruin the pumps.
11. Pool furniture is not to be removed from the pool area.
12. Homeowners are responsible for the behavior of their guests and for any fines, violations or damages incurred.
13. The homeowner and guests using the swimming pool area shall be limited to 33 persons maximum including the 8 person maximum in the spa. All persons using the spa need to abide by the safety rules posted on the wall near the spa. Jumping into the spa is not allowed.
14. The pool area entrance doors must never be propped open, or the lock disabled, at any time. The homeowner should use their own individual key fob to enter the pool/spa area through the rest rooms.
15. All homeowners and guests must shower prior to using the pool or spa.
16. Animals are not allowed in the enclosed pool area or the clubhouse.
17. No amplified music (including radios and boom boxes) is allowed in the pool area except by special permission of the Board in conjunction with a special event in the clubhouse.
18. Running, pushing and any other forms of horseplay will not be tolerated. Diving is not allowed. Homeowners are expected to keep control of this situation at all times.
19. Proper swimming attire is required. Diaper-wearing children and incontinent adults must wear swim diapers/underwear when using the pool and spa.

## **POWER LIFT FOR THE POOL AND SPA**

A Splash! Pool Lift series semi-portable lift system has been installed so that individuals with disabilities and mobility impairments can have access to the swimming pool and spa. The maximum lift capacity of the Splash! Pool Lift is 400 lbs.

The pool lift is powered by a battery pack that is always being charged when not installed on the lift. The battery is located in the exercise room away from the moist pool/spa environment. When the power lift is not being used the battery must be returned to the exercise room and placed on the charger. After using the lift, the protective cover should be placed back on the lift.

**Directions and training for using the lift can be obtained by contacting a Board member.**

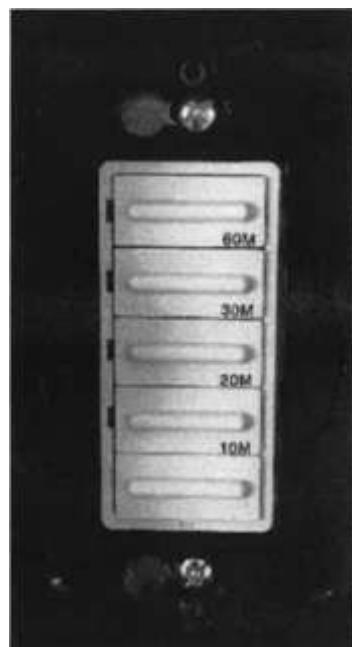
\*Children and youth are not to use, play on, or fool around with the lift equipment under any condition.

## **POOL ROOM LIGHTS**

The pool room wall lights are controlled by the two switches located on the wall between the two restroom doors. The switch on the right controls the wall lights located on the north walls. The switch on the left side controls all the wall lights mounted on the east, west and south walls—a total of seven.

The pool room overhead lights are on a timer and need to be manually activated. The switch is located near the mechanical room door as shown on the attached photo.

When the timer cover is raised, the timer will be viewed as shown in the second photo. You can choose to turn the lights on for 10 minutes, 20 minutes, 30 minutes or 60 minutes by pushing the appropriate button. If you are the last one in the pool area and the overhead lights are still on, please make sure you turn them off when you leave.



## **EXERCISE ROOM**

The exercise room is to be used in a manner that will ensure the safety and wellbeing of all participants.

1. Only residents and homeowners of Heritage Village are allowed to be in or use equipment in the exercise room.
2. Persons using the exercise room must remain in proper dress at all times.  
Gentlemen may not remove their shirts.  
Shoes must be worn.
3. No person under the influence of alcohol or illegal drugs may be in or use the exercise room.
4. No alcohol, illegal drugs, tobacco or tobacco products may be used in the exercise room.
5. No animals are allowed in the exercise room.
6. No food or snacks are allowed in the exercise room with the exception of water and non-alcoholic drinks.
7. Any drinks brought into the exercise room must be in non-breakable containers.
8. The equipment is to be used only in the manner specified by the manufacturer.
9. If music is played in the exercise room, each person should use a personal listening device with a headset. Radios and boom boxes are not approved.
10. When using the television, be considerate of other people using the exercise room regarding volume and content.
11. The exercise room may not be reserved. If the clubhouse is reserved, that does not include the exercise room.
12. Only one person at a time may use a given machine.
13. The door has a combination lock to keep all children and those unauthorized from entering the exercise room. It is important that you check to make sure the door is closed tightly when you leave the exercise room. The door has been found open on many occasions with no one in the exercise room.

## **Before you leave the Exercise Room....**

1. Make sure the windows are closed.
2. Turn off the lights/fan.
3. Wipe down the handles and seat of any equipment you used.
4. Make certain the thermostat is set at 62 degrees heating in the winter and 78 degrees cooling in the summer.
5. Make sure the TV is turned off.
6. Make sure the door is closed tightly and locked when you leave.

## **RULES & REGULATIONS....DOMESTIC PETS**

The primary concern of the Heritage Village Homeowners Association (HOA) is the safety and quality of living at Heritage Village. Homeowners are allowed to have pets on their property as long as they abide by the rules and regulations (R&Rs) and CC&Rs of Heritage Village and the requirements and regulations of the city of Payson.

As a homeowner, you love your pets and probably treat them just like part of the family. However, as a homeowner, you have important responsibilities when it comes to your pets. These responsibilities include, but are not limited to, ensuring that they do not:

1) cause property damage; 2) become a nuisance to your neighbors or 3) hurt anyone.

### **Allowable Household Pets**

Only domestic animals that are kept as household pets and are not kept, bred or raised for commercial purposes are allowed within Heritage Village. No homeowner or resident shall maintain or keep more than two domesticated dogs or cats. Fish in aquariums and reptiles, rodents or birds that are caged within the home are allowable.

### **Domestic Pet Policy**

All pet owners must follow the guidelines and requirements specified in the Payson City code and the Heritage Village CC&Rs as indicated below:

## Section 8.11 Pets (Heritaqe Village CC&R's)

"No animals, livestock, birds, insects, or poultry of any kind shall be raised, bred or kept on any Lot, except that not more than two domesticated dogs or cats shall be allowed as long as said animals do not unreasonably bother or constitute a nuisance to others and provided such animals are kept in compliance with the rules and regulations of the Association".

"If a pet owner violates any of the pet rules and regulations, the Board shall have the express authority to issue citations or levy assessments, and collect these by judgment, lien or foreclosure. In extreme cases, the Board may require that the Owner or Resident to remove their pet from the premises".

**\*Extracted verbiage from the Payson City Title 6 Animal Control Regulations includes the following:**

### Title 6: Animal Control Regulations (Payson City)

"It is unlawful for the owner or person having charge, care, custody, or control of any dog to allow such dog at any time to run at large. The owner or person charged with responsibility for a dog found running at large shall be strictly liable for any violation(s) committed by the dog, regardless of whether the person knows the dog is running at large".

"All dog owners shall apply for and obtain a separate dog license for each dog they own, possess, keep, or harbor, after it is four (4) months old. Each license shall be issued by Payson City...Dog owners shall renew the dog license annually. Dog owners shall obtain a rabies vaccination for each dog they own, keep, harbor, or have custody of, within one month after it becomes four (4) months of age, or within one month after obtaining any dog over four (4) months of age."

The HOA has the right to enact and enforce rules that prohibit/preclude any animal behavior, which constitutes, or may cause, a nuisance or menace to any other pet, person or property.

While in the common areas, including Heritage Village streets, dogs are to be kept under the immediate control and direction of a competent, responsible person who is capable of controlling such an animal. Dogs must be leashed at all times or carried.

When outdoors, dogs are not allowed to wander onto other homeowner's property for any reason. Such disregard in respecting other people's property will not be tolerated. Pet related activity can destroy grass, shrubbery and bedding.

Every owner/guardian or possessor of a dog shall at all times prevent such dog from biting or physically harassing any person engaged in a lawful act and from interfering with the lawful use of the property.

Every owner/guardian or possessor of a dog shall desist from commanding or provoking such dog to attack, or threaten any other person when such person is peacefully and lawfully on the property.

No domestic pets are allowed in the pool area, clubhouse, or on pickle ball court. Pets are to be kept out of the landscaping.

Service animals are permitted in the clubhouse for those individuals holding the required certificates, providing they follow the Domestic Pet Rules and Regulations contained herein.

The owner/guardian or possessor of a pet is to immediately remove and dispose of all waste produced by their pet whether from the common areas or their own yard. Pet waste left on the premises is a nuisance and a health hazard and will not be tolerated; action by the Board will be taken against violators.

Pet owners must ensure that nuisance behaviors that negatively impact other residents are stopped: namely—excessive barking, chasing or intimidating people or other pets. See Domestic Pet Nuisances below.

Each owner/guardian or possessor of a pet is liable to the HOA for any damage to persons, property (including landscaping) caused by the animal brought upon the property or kept within the common areas by the owner, members of his or her family, guests, or tenants.

### Domestic Pet Nuisances

The following shall be grounds for complaint and are a community nuisance:

1. Pets running at large.
2. Pets damaging, soiling, defecating on, or defiling any private property (other than that of such pet's owner) or the common areas.
3. Pets causing unsanitary, dangerous, or offensive conditions.
4. Pets making or causing noises of sufficient volume and frequency as to interfere with other resident's rest or peaceful enjoyment of the property.
5. Causing or allowing any pet to molest, attack, or otherwise interfere with the freedom of movement of persons in the common areas, to chase vehicles, to attack other pets, or to create a disturbance in any other way.
6. Failing to confine any female pet in heat to prevent the attraction of other male pets.

### Procedure for Solving Pet-related Problems

Any homeowner concerned with a pet-related problem should do the following:

1. Attempt to arrive at a solution to the problem with the pet owner in a courteous and helpful manner.
2. If personal attempts at a solution fail, then a written complaint should be filed with the Managing Agent, in our case South Rim Property Management. The complaint should document the problem as thoroughly as possible. Documentation should include identification of the pet(s) involved, a complete description of the problem or disturbance, and dates and times of the disturbance (whenever possible) as well as a brief description of informal attempts to solve the problem.
3. The Managing Agent will first attempt to obtain an informal solution to the problem. If such a solution is not possible, the Managing Agent will refer the matter to the Board of Directors which may convene a hearing in accordance with the procedures set forth in the Heritage Village CC&Rs.
4. In the event a pet causes a serious nuisance or disturbance, the Board may direct that the pet be permanently removed from the property upon the provision of ten (10) days written notice by the Board. Such action may be taken by the Board without convening a hearing.

The Board of Directors shall have the right to assess a homeowner for any extraordinary costs of maintaining the common areas or the community facilities caused by the presence of a pet in violation of any provision of the rules and regulations stated herein.

If the Board of Directors becomes aware of a dog that may be a dangerous dog, the Board reserves the right to take appropriate action. This action may range from issuance of a warning letter to the pet owner/guardian, holding a hearing, imposing fine, and/or requiring a leash, muzzle, or removal of the dog depending on the severity of the incident provoking the action.

## **RULES & REGULATIONS....STORAGE & PARKING OF VEHICLES**

Refer to the CC&Rs Article VIII 8.12 for the full description of the storage and parking of vehicles regulations.

1. No motor vehicle or trailer, including but not limited to any car, automobile, truck, van or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any Lot or parking space or to create an obstacle.
2. Vehicles may not block or cover sidewalks, as this forces residents to walk around and prevents motorized scooters from safely using the sidewalk.
3. Heritage Village residents shall not park in any visitor parking areas located in the southeast corner of Phase 2 or at the pavilion in Phase 3. Also, residents shall not park in visitor parking areas next to the Clubhouse, unless actively using the Clubhouse. The Association shall keep visitor parking operational and properly maintained at all times
4. No resident shall repair or restore any vehicle of any kind in, on a Lot, (outside the garage) or on the Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

## **RULES AND REGULATIONS.. HERITAGE VILLAGE OCCUPANCY**

The purpose of your Association is to protect, enhance and maintain Heritage Village property while making Association living a pleasant experience for everyone. Living in a planned development helps ensure that the original planning concepts and design that went into creating the community are preserved, protected and enhanced. Everyone benefits from an effective Association.

All owners should have received a copy of the Declaration of Covenants , Conditions and Restrictions (CC&R's) which set forth, in complete detail, the rights, duties and obligations of each homeowner.

Some extracted verbiage from the CC&R's regarding Heritage Village occupancy includes the following:

**8.1.2 Approved Occupancy**. The Project is intended to be occupied by persons 55 years of age or older, as set forth in HOPA. To ensure future compliance with HOPA, the following restrictions apply:

8.1.2.1 As such, a minimum of 80% of the Living Units shall be occupied by at least one person 55 years of age or older and no person 18 years of age or younger shall reside in a Living Unit. If a person (or persons) that does not meet the above age requirement is staying at a Living Unit for more than two weeks, the Board must be informed.

8.1.2.2 To ensure that the project meets the age requirements for occupants set forth in the Act, the Board shall verify the ages of occupants. A review shall be done in January on each even year. New residents of Heritage Village shall have their ages verified and the information placed into the verification database.

### **8.2 Use of Lots - Residential Use.**

Each of the Lots in the Project is limited to single-family, residential use only. The use is further defined by municipal zoning code. Each Lot and Owner is subject to the uses and restrictions imposed by such restrictions (including any parking restrictions).

**Refer to the CC&R's for further information 8.14 Leasing or Rental of Unit. and 8.15 Timeshares.**

Clarification is needed as to what is acceptable regarding occupants of a home (homeowners or residents) and their use of the Heritage Village clubhouse facilities. The following situations are delineated to more fully describe situations that have arisen and may occur in the future:

- **Homeowners gone from area and/or home rented:** If homeowners have left the area for some length of time or have rented their home, the occupants now become residents of Heritage Village and can use the homeowner's key fob to access the clubhouse facilities.
- **Homeowners gone from area and home vacant:** If a homeowner has left the area and the home remains vacant, the homeowner's family members or friends do not have approval from the HOA to use the homeowner's key fob to access the clubhouse facilities.
- **Visits by family members or friends:** When family members or friends visit homeowners, they are not approved by the HOA to use the homeowner's key fob to access the clubhouse facilities. The homeowner must be present when the clubhouse facilities are used by friends or family members.

The purpose of our Association is to operate and maintain the property and assets of Heritage Village with rules and regulations that are for the mutual benefit of all the homeowners. **Your cooperation is essential in order to accomplish these purposes.**

**These Rules and Regulations are intended as a guide to the conduct and activities of all members, tenants, residents and their guests. The HOA Board has the authority to deactivate key fobs if a homeowner or homeowner's guests do not follow the Heritage Village Rules and Regulations.**

# **EXTERIOR MODIFICATIONS**

## **Preface**

The Heritage Village Rules and Regulations are intended as a guide to the conduct and activities of all homeowners/residents, and their guests so that everyone living in and using the facilities will enjoy the maximum pleasure without annoyance or interference from others.

Rules and regulations are promulgated by the Association for the benefit of the members and for the protection of their property. Homeowners are held responsible for compliance therewith. Homeowners/residents are encouraged to assist in the enforcement of Association rules by admonishing violators to comply and by reporting violators to the Association. All homeowners/residents are responsible to inform their family members, visitors and guests of these rules.

Each homeowner/resident is responsible for adhering to the rules, applicable ordinances, by-laws and CC&R's governing the community. A breach of these rules is subject to enforcement pursuant to the declaration and may include the imposition of a fine. Each homeowner/resident is also accountable and responsible for the behavior of their guests.

## **Applicable Paragraphs from the CC&R's**

It is important in this discussion of exterior modifications to highlight the definition of common areas as defined in the CC&R's and other sections that are apropos to these rules.

1.7 "Common Area" means the parking areas, open space, all areas around the Living

Units; clubhouse, and any other areas shown on the Map as Common Area. The Common Area may consist of landscaping, irrigation equipment, and other improvements. The Association owns all Common Area.

### **4.1 Member's Right of Enjoyment**

4.1.1 The Project will have Common Areas as designated on the Map for the benefit of all owners. Every member of the Association shall have a non-exclusive right and easement for the use, benefit and enjoyment in and to the Common Area and such nonexclusive right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the restrictions herein set forth.

4.1.2 Subject to the Governing Documents, each Resident, guest, or invitee has the right to ingress and egress across the Common Areas necessary for access to his Lot and Living Unit. The rights described in this Section are appurtenant to and pass with title to the Lot.

4.1.3 No portion of the Common Area may be used exclusively by any Owner for personal gardens, storage facilities, or for any other purpose without written approval from the Board.

## 6.1 Architectural Standards and Guidelines

6.1.1 Except for initial construction and initial landscaping, or an Owner's day-to-day landscape maintenance or minor plantings within curbed areas, (e.g. shrubs, flowers and the like, however, a tree is not a minor planting) any changes to the exterior appearance of Living Unit, any addition or modification to a Lot shall require the prior written approval of the Board and shall comply with the Restated and Amended Development Agreement for Heritage Village, unless a variance is granted by the City.

6.1.2 When repairing, restoring, replacing, remodeling or redecorating the exterior of a Living Unit, the Owner shall use materials and colors that are approved in writing by the Board.

## 6.2 Waiver. Precedent. Estoppel

Approval or disapproval by the Board of any requested architectural change shall not be deemed to constitute precedent, waiver, or estoppel impairing its right to withhold approval or grant approval as to any similar matter thereafter proposed or submitted to it.

## 6.3 Noncompliance

Any construction, alteration, or other work done in violation of this Declaration shall be deemed to be in noncompliance. The Board, at its discretion may record a Notice of

Noncompliance on the offending property. Upon receipt of a Notice of Noncompliance, Owners shall, at their own cost and expense, remove such non-conforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work. Should an Owner fail to act as required hereunder, the Board or their designee, without liability for trespass or nuisance, shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the change. All costs incurred by the Association shall be an Individual Assessment.

Extracted verbiage from the CC&R's regarding exterior modifications includes the following which allow the Association to review and to accept or reject any proposed submittals for alterations, improvements, etc. as indicated in Section 8.7.

## 86 Rules and Regulations

8.6.1 The Board may adopt, amend, modify, cancel, limit, create exceptions to, expand, or enforce the Rules and Regulations, subject to limitation and requirements of the law, including

the right of the Owners to disapprove a rule pursuant to law, and subject to the Board's duty to exercise business judgment on behalf of the Association and the Owners.

8.6.2 Before adopting, amending, modifying, canceling, limiting, creating exceptions to, or expanding the Rules and Regulations, the Board shall:

- (a) at least 15 days before the Board will meet to consider a change to the Rules and Regulations, deliver notice to the Owners that the Board is considering a change to the Rules and Regulations;
- (b) provide an open forum at the Board meeting giving Owners an opportunity to be heard at the Board meeting before the Board takes action under Section 8.6.1; and,
- (c) deliver to the Owners a copy of the change in the Rules and Regulations approved by the Board within fifteen (15) days after the date of the Board meeting.

8.6.3 The Board may adopt a rule without first giving notice to the Owners if there is an imminent risk of harm to the Common Area, an Owner, an occupant of a Unit, or a Unit. The Board shall provide notice to the Owners of such a rule within fifteen (15) days of adoption by the Board.

## 8.7 Structural Alterations

No improvements, alterations, repairs, excavation or other work which in any way alters the exterior appearance of the Property or the improvements located thereon shall be made without the prior approval of the Board. No building, fence, wall, or other structure shall be erected, maintained, improved, altered, made or done (including choice of exterior color scheme and building materials) without the prior written approval of the Board.

Based on Utah Code "57-8a-701, 702 and 703, Living Units in the Project can install solar. Solar installations cannot be placed in the Common Areas and must be approved by the Board and other jurisdictions as defined in Utah Code "57-8a-701, 702 and 703.

## 8.8 Window Coverings

The Board, by rule, may require that certain colors and types of window covering be used.

Under no circumstances shall any paper, cardboard, or tinfoil be used as window coverings in the Project. Additionally, no stickers or non-holiday decorations will be permitted in windows.

## 8.9 Window Well Covers

The Board requires that all window wells be covered for safety considerations. Additionally, this protects the homeowners from potential liability.

## 8.10 Signs

No signs shall be erected or maintained in the Common Areas without the prior written consent of the Board. This includes, but is not limited to, commercial and political signs.

### **General Information**

Part of the financial appreciation of HOA communities is due to standards of uniformity and continuity. These standards do not permit any exterior additions that were not part of the original design of the homes unless approved by the Board of Directors in writing. Exceptions must be requested and approved in writing in advance by the Board. Failure to receive written approval from the Board prior to commencement of any modification may result in the homeowner being required to return the property to the original condition at the homeowner's expense. Please refer to section 6.3 Noncompliance on page 2 of this document.

The upkeep and appearance of the landscaping in the common area is a major expense. Therefore, if you wish to plant any trees, shrubs, or special plants around your home in the common area you must first contact the Board of Directors and receive written permission. A community is more attractive when there is uniformity and continuity in landscaping.

It is important to understand that approval of an architectural change, additional trees, etc. for one homeowner does not imply precedence for similar changes for all homeowners. Each proposed change will be evaluated and dealt with on an individual basis. This issue is specifically addressed in Section 6.2 above.

### **Application for an Exterior Modification**

To request approval for an architectural change, additional trees, etc., the homeowner must submit a Heritage Village Exterior Modification form with sufficient detail so the request can be evaluated. It should be noted that for any architectural change the homeowners must comply with Payson City ordinances and the required permits.

The Heritage Village Exterior Modification form to be submitted to the Board is attached and is to be signed and dated by the person submitting the request. After completing the form, sign the document and submit the request to the Board of Directors.

External modification requests will be discussed and an evaluation made as quickly as possible. Every attempt will be made to address any exterior modification submittals at the next scheduled Board meeting. After the decision of the Board is rendered, a copy of the decision will be sent to the submitter.

# Heritage Village Exterior Modification Form

## \*\* \*Home and Lot\* \*\*

## **RULES AND REGULATIONS....Landscaping and Gardening**

The Association concept is an ingenious device for engaging able people to manage the community assets. The advantage of a planned development is that the authority, as well as the responsibility for maintaining the property, is retained by those with a vested interest in the community's welfare—the property owners.

The purpose of our Association is to operate and maintain the property and assets of Heritage Village for the mutual benefit of the owners. The rules and regulations are intended to protect property values as well as to promote the privacy and enjoyment of all residents. This includes guidelines, rules and regulations related to landscaping and gardening here at Heritage Village.

Notwithstanding the Association's obligation for performing all landscaping within Heritage Village, the Board may authorize owners to plant and maintain flowers, vegetables, shrubs or other landscaping materials in designated common areas near or adjacent to each owner's residence. The Board shall have the authority to designate such areas and the terms of use. If such authorization is given by the Board, then to the extent modified, the owner shall assume the maintenance obligations of the modified areas and shall be required to maintain such areas in a standard acceptable to the Association. The Board is authorized to adopt rules that expand or modify the restrictions set forth.

It is important in this discussion of landscaping and gardening to highlight the sections in the CC&R's that are apropos to this rule and regulation:

**4.13 No portion of the Common Area may be used exclusively by any Owner for personal gardens, storage facilities, or for any other purpose without written approval from the Board.**

### **5.2        Owner Responsibility**

**.....Any trees within the Owner's rear yard are the sole responsibility of the Owner to maintain.....The landscaping improvements made by the Owner within the curbed area are the Owner's responsibility.**

### **6.1        Architectural Standards and Guidelines.**

**6.1.1 Any changes to the exterior appearance of Living Unit, any addition or modification to a Lot shall require the prior written approval of the Board and shall comply with the Restated and Amended Development Agreement for Heritage Village, unless a variance is granted by the City.**

It is important to reemphasize that any landscaping improvements made by the owner within the curbed areas are the owner's responsibility. This could include such things as flowers, vegetables and small bushes. The original shrubs that were planted in the front curbed areas by the builders, once established, are the responsibility of the Homeowner. HOA will trim shrubs twice a year unless flagged by the homeowner.

If an owner desires to plant a tree (or trees) in addition to the front yard tree, this must be approved by the Board. This is accomplished by submitting an exterior modification request form [found in R&R 100.07] to the Board which identifies the tree type and specifically where it (they) will be located on the lot. The tree types that are preapproved are found in the attachment. However, please make note that an exterior modification request is still required to be submitted for approval should the owner select a tree from the approved list.

Should a request for adding a tree be approved by the Board, it is the owner's responsibility to purchase, plant and trim the tree. Disposing of a dead tree is also the owner's responsibility.

Containers for flowers, vegetables and shrubs can be used on the porch, patio or within the confines of the curbing. However, should additional curbing for flowers, etc. be desired by the homeowner, approval by the Board will be required.

Planting boxes for flowers and vegetables can be placed in the common areas next to the house. If the planting boxes are placed on the sides of houses, the width should not extend beyond the window wells. Such boxes must be maintained and not be an eye sore since they will be visible.

If additional drip irrigation is needed, which requires attachment to the existing HOA sprinkler system, an exterior modification request will need to be submitted to the Board for approval. The cost for installation will be paid by the owner.

## **Heritage Village Approved Tree List**

The following list of trees has been approved by the Board of Directors. This list replaces the approved tree document that was presented to the homeowners at the HOA meeting held on 15 September 2018. The trees listed are all considered short to moderate, growing 20 to 30 feet tall. All are suited to the Payson, Utah climate.

It is important to remember that an exterior modification request is required for planting a tree in the common area around your home. If a tree species is not selected from this approved tree list, a review will need to be made by the Board for an exemption. In addition, the proposed location of the tree must be clearly identified in the exterior modification request.

The approved trees for Heritage Village are:

- European Beech (i.e., Tri-color, Purple Fountain)
- Flowering Cherry (i.e., Kwanzan)

- Flowering Chokecherry
- Flowering Crabapple (i.e., Marilee)
- Flowering Pear
- Crimson Sentry Norway Maple
- Flowering Plum (i.e., Crimson Pointe, Newport)
- Hawthorn (i.e., Thornless Cockspur)
- Serviceberry (i.e., Autumn Brilliance)
- Japanese Tree Lilac (i.e., China Gold, Summer Snow)
- Magnolia (i.e., Rose Marie)
- Golden Raintree (i.e., Golden Candle, September, Stadher's Hill)
- Redbud (i.e., Eastern, Forest Pansy, Hearts of Gold) ➤ Zelkova (i.e., City Sprite, Kiwi Sunset)

Approved by the Heritage Village Board of Directors

2 April 2020

## **PROCEDURES**

### **Clubhouse Rental Rules**

#### Eligible Renters

The Clubhouse is available for rental by Heritage Village homeowners on a first come, first serve basis. A rental fee is required to hold your reservation. A rental applicant must be a homeowner in good standing with the Heritage Village HOA---that is, they must be current with all dues and obligations to the HOA.

#### How to Make Your Reservation

To submit a request:

1. Go to this website: [srr-pm.com/association/heritage-village](http://srr-pm.com/association/heritage-village)
2. Scroll down and click on the orange "view calendar" box.
3. Find the date on the calendar that you want to reserve and check for availability.
4. Scroll up to "Contact Heritage Village" and fill out the form with your name, email, etc.

(In the "Message" box, include the dates and times you want to reserve and a short description, such as " Family Event "or "Heritage Village Residents only.")

For those who are unable to make the request online, you may call **801-465-9239**

or come into the management office at 762 East 100 North Payson, Utah 84651

Rental fee of \$40.00 will be added to your monthly statement. If you cancel your reservation less than 2 weeks before the event, you forfeit your \$40 fee.

\*Reservations can only be requested 90 days in advance\*.

**Reservations will be confirmed with an email from South Rim Management.**

#### Cleaning and Checklist

Prior to the day of your rental, an Advisory Committee Member will contact you to check out the condition of the clubhouse and go over the checklist with you and to set up a time to check after the event. Set up **must** be done on the day of the event. The renter has until the end of the day of their event to complete the cleanup. Please follow the cleaning checklist to complete your clean-up.

## Key Rules and Conditions

**The homeowner/renter must be present at the event at all times and is responsible for the proper use of the Clubhouse.** At no time should the Clubhouse doors and windows be left unlocked without the renter present. Events involving minors must be supervised by the appropriate number of adults and **at no time should children at your event be in the pool area without adult supervision by the homeowner or the person(s) designated on the Clubhouse Rental Use Agreement Form.** The exercise room is not available for use during the rental period. The Clubhouse and surrounding property is a smoke- and alcohol- free environment

## **Clubhouse Rental Checklist**

### **KITCHEN**

- Wash any clubhouse kitchen utensils used and clean up sink. Clean and wipe down all kitchen counters.
- Empty refrigerator and freezer of any of your food.
- Wipe out the refrigerator.
- Clean microwaves.
- Clean tops of stoves.
- Clean ovens.
- Sweep and mop kitchen floor.
- Wash and return any dish cloths used.
- Empty garbage.
- Make sure kitchen door to the outside is closed tightly.

### **GAME ROOM**

- Return cleaned tables and chairs to the storage room.
- Vacuum all carpets.
- Return all furniture to original locations.
- Make sure the TV and DVD player are turned off properly.
- Check furniture and windows for fingerprints and smudges and clean.
- Lock north doors and empty garbage.

## **CLUBHOUSE — General**

- Make sure all thermostats are set to the correct temperature (78°--summer; 62°--winter).
- Make sure fireplace is turned off and glass is clean.
- Empty restroom garbage cans to the outside garbage can.
- Turn off all lights, including restrooms and pool area.
- Clean window and door glass.
- Check furniture for fingerprints and smudges and clean.
- Vacuum all carpets—entry room and hallways.
- If you used the Traeger grill on the patio, make sure it is cleaned and ready for next use.

Signature of renter acknowledging condition of clubhouse at time of rental and receipt of Rules & Regulations for Swimming Pool and Spa: and terms of agreement if applicable.

Renter \_\_\_\_\_ Date \_\_\_\_\_

Board Member or Designee \_\_\_\_\_

## **Final Inspection:**

Renter \_\_\_\_\_ Date \_\_\_\_\_

Board Member or Designee \_\_\_\_\_

Name of responsible adult(s)—21 or older—if pool is used during rental:

## **SPECIAL INSTRUCTIONS**

- Do not move the pool table. No food/beverages on the pool/ping-pong table.
- Decorations may be put up with masking tape or painters tape only. No staples, thumb tacks, nails or other tape is allowed. Glitter in any form is not allowed in the clubhouse.
- Paper goods stored in the cupboards are for HV-HOA gatherings only—not family use.
- Residents must instruct guests not to touch the security panel.
- Clubhouse doors may not be propped open.
- Please report any damage that occurred during your activity.**
- PLEASE MAKE SURE THE NORTH CLUBHOUSE DOORS ARE LOCKED WHEN YOU LEAVE! All other doors lock automatically.**
- If the clubhouse is not left clean after the event, or is damaged in any way during the event, your HOA account will be charged a minimum of \$50.00.**
- R&R Page 6-#7.—The clubhouse may not be used for illegal, commercial or political purposes. There are to be no signs or posters or passing of literature in, about, or facing the common area.

# Clubhouse Rental Use Agreement

## TERMS OF AGREEMENT

I acknowledge that I am aware of and agree to abide by the following rules and regulations:

1. I acknowledge that I am the homeowner/property owner and am responsible for reserving the clubhouse and that the use is solely for my own and my guests' use and not for an outside group. The common area behind clubhouse may also be used for this event.
2. I acknowledge that the swimming pool and spa will still be available for use by other homeowners during the scheduled event. I will abide by the pertinent rules and acknowledge that there may be no more than 33 people in the pool and spa area at any given time, including members of my party.
3. I will pay a non-refundable rental fee of \$40.00 for use of the clubhouse (check made to Heritage Village) or automatically charged to my HOA account.
4. I understand that my rental of the clubhouse will be held for 10 days after making the reservation. I understand that if I cancel my reservation less than two weeks prior to my event, the reservation fee will be forfeited.
5. I understand that an Advisory Committee Member will go through the clubhouse with me prior to and after my event to make sure everything is in order and accounted for. **If the clubhouse is not left clean after the event, or is damaged in any way during the event, the problems will be documented and my HOA account will be charged a minimum of \$50.00.** I understand that tables and chairs **may not be removed** from the clubhouse or patio.
6. I am aware that the rental of the clubhouse will be for the hours that are **designated in my reservation request** and that set up and clean up must be done during the designated hours and no later than 10:00 p.m.
7. I am aware that I may have a maximum occupancy of 100 people. I understand that if I exceed this maximum occupancy, the Advisory Committee has the right to close the facility down.
8. I understand that I am to keep all doors and windows closed and minimize, to the extent possible, the noise level for neighboring homes.
9. I understand that if my gathering gets too noisy, an Advisory Committee member will ask me no more than two times to lower the noise. After the second time, the Police Department may be called to close the gathering down for disturbing the peace.
10. I understand that I am fully responsible for the behavior of my guests and the damages caused by them.
11. I will contact the Advisory Committee Member after I am finished with the clubhouse (at the end of my event) and a walk through will be done to inspect the clubhouse. I understand if it is not clean or is damaged in any way, the problems will be documented and any charges to clean or repair damages will be deducted from my deposit, with the balance paid for by me.

12. I agree that tobacco, alcoholic beverages, and illegal drugs will **not** be permitted on the premises. Anyone violating these rules will not be allowed to rent the clubhouse in the future as determined by the Advisory Committee.
13. I understand that food (except for medical conditions) is **not** allowed in the restroom and pool areas.
14. **LEGAL FEES:** In the event of any legal action by the parties arising out of this agreement, the losing party shall pay the prevailing party's reasonable attorney's fees and court costs to be fixed by the court hearing the suit.

The undersigned/Clubhouse renter agrees to abide by the Heritage Village HOA rules and policies for the Clubhouse. It is understood that a member of the Board of Directors of the HOA, or a person designated by the Board, may inspect the clubhouse including furniture, window coverings, equipment, etc. and the area surrounding the clubhouse before and after use by the undersigned. Any items not left in good condition will be repaired or replaced as necessary. The undersigned agrees to pay for any repairs or replacement, and if it is not promptly paid, the Heritage Village HOA shall have a lien against the home owned by the homeowner for payment of same, which lien may be collected in the same manner as monthly assessments.

The undersigned/Clubhouse renter hereby releases and shall hold harmless and indemnify the Heritage Village Homeowners' Association property owners and the employees, contractors, agents, affiliates, and related entities thereof for all claims, attorney's fees, and other costs or liabilities incurred by or asserted against any of the foregoing as a result of the use of the Heritage Village Clubhouse by owner or guests.

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Signature of Homeowner/Property Owner

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Date

## Clubhouse Security System

The security system in the clubhouse has many sophisticated features, but this document will only cover those that are critical for the use of Heritage Village homeowners. This security system is automated, runs continuously, and monitors almost every aspect of the clubhouse.

The clubhouse is open every day between the hours of 5:00 am and 11:00 pm.

Homeowners/residents are welcome to use the building at any time during these hours.

The clubhouse door locks are armed automatically by the security system every day at 11:00 pm. Likewise, the clubhouse door locks are disarmed automatically by the security system every day at 5:00 am. Every day from 5:00 am to 11:00 pm, homeowners/residents can use their key fobs to enter the clubhouse. Because the clubhouse is armed automatically at 11:00 pm, it is imperative that you are out of the building before 11:00 pm. **If you are in the clubhouse when the system arms itself, the security company will be notified and the police will likely be dispatched.** Please pay attention to the clock if you are in the clubhouse late in the evening.

Building access is monitored at each outside door that requires a key fob for entry. The exceptions are the two north doors into the large main room that require a key for access and requires manually locking. With the exception of these two doors, all outside doors are automatically locked at all times. If you are using the clubhouse, it is important to check and make sure the north doors are locked when you leave.

To enter the building using a key fob, hold it in front of the black box to the side of the door. It will “beep” and the door will unlock for about 15 seconds. The two doors that are programmed for key fob usage are the main entry doors on the north-west corner of the clubhouse and the single door leading from the patio into the hall by the exercise room.

Your key fob also provides access to the pool area from the rest rooms. To reenter the rest room from the pool area, simply press the square button next to the door. If you leave the pool area and go outside or into the restroom and plan to return to the pool area, be sure to take your key fob so you can reenter the pool area.

To exit the clubhouse just walk up to a door and push on the push-bar. Most doors have a motion sensor that will unlock the door by the time you get to it. Alternately, a square, green button marked “Push to Exit” will unlock the door.

A major security concern is access to the clubhouse by unauthorized persons. Our clubhouse is a \$1.5 million investment that we want to last for many years. For the safety of our clubhouse, and all those who use it, the homeowners’ association has approved this document, including the following rules:

1. Key fobs are for the use of homeowners and residents only. They are not to be given, loaned or allowed to be used by anyone else. There are no exceptions to this rule. If a homeowner/resident has family members that wish to use the clubhouse for any purpose, that homeowner/resident is the only person authorized to open the clubhouse.
2. The homeowner/resident is to be in the clubhouse the entire time the family is using the clubhouse facilities. Family members are not to be left alone, for safety and insurance reasons.
3. If any family members are using the swimming pool area, the homeowner/resident (or, if the clubhouse is rented, a responsible person at least 21 years or older who is designated by the homeowner/resident must also be in the pool area the entire time.
4. The homeowner/resident is responsible to monitor what is going on and take appropriate steps to see that their family is being safe, considerate, and are not damaging the clubhouse or its amenities.
5. Do not prop outside doors open. Do not attempt to bypass security features.
6. Protect your key fob. If it becomes lost or stolen, notify a member of the Advisory Committee as soon as possible. The lost key fob can easily be deactivated (or activated again if it is found).

The door to the exercise room has a keypad lock for entry. In order to enter the room, you must enter a four (4) digit number. If you do not know the number, you can obtain it from any member of the Advisory Committee or from another resident. It should be noted that R&R 100.04 outlines the rules for using the exercise room.